

<i>SERFF Tracking Number:</i>	<i>CLBA-125713483</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Columbia Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CMI-FMP-08-F01</i>		
<i>TOI:</i>	<i>03.0 Personal Farmowners</i>	<i>Sub-TOI:</i>	<i>03.0000 Personal Farmowners</i>
<i>Product Name:</i>	<i>Farmowners</i>		
<i>Project Name/Number:</i>	<i>FO-569 Equipment Breakdown Enhancement/CMI-FMP-08-F01</i>		

Filing at a Glance

Company: Columbia Mutual Insurance Company

Product Name: Farmowners	SERFF Tr Num: CLBA-125713483	State: Arkansas
TOI: 03.0 Personal Farmowners	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 03.0000 Personal Farmowners	Co Tr Num: CMI-FMP-08-F01	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Becky Harrington, Betty Montesi
	Authors: Dennis McVay, Christina Walker, DeeDee Williams	Disposition Date: 07/02/2008
	Date Submitted: 07/01/2008	Disposition Status: Approved
Effective Date Requested (New): 09/01/2008		Effective Date (New): 09/01/2008
Effective Date Requested (Renewal): 10/01/2008		Effective Date (Renewal): 10/01/2008

State Filing Description:

General Information

Project Name: FO-569 Equipment Breakdown Enhancement	Status of Filing in Domicile: Pending
Project Number: CMI-FMP-08-F01	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 07/02/2008	
State Status Changed: 07/02/2008	Deemer Date:
Corresponding Filing Tracking Number: CMI-FMP-08-R01	
Filing Description:	

We are filing new company form FO-569 (9-08) Equipment Breakdown Enhancement Endorsement, which we propose to use in our Farmowners Policy Program. Please note that this is a new form and does not replace any previously listed form. We are also filing our corresponding rule changes at this time under separate cover.

SERFF Tracking Number: CLBA-125713483 State: Arkansas
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TOI: 03.0 Personal Farmowners Sub-TOI: 03.0000 Personal Farmowners
Product Name: Farmowners
Project Name/Number: FO-569 Equipment Breakdown Enhancement/CMI-FMP-08-F01

Company and Contact

Filing Contact Information

DeeDee Williams, Asst. Analyst dwilliams@colinsgrp.com
2102 White Gate Drive (573) 474-6193 [Phone]
Columbia, MO 65205 (800) 836-5713[FAX]

Filing Company Information

Columbia Mutual Insurance Company CoCode: 40371 State of Domicile: Missouri
2102 White Gate Drive Group Code: 807 Company Type: Mutual
P O Box 618
Columbia, MO 65205 Group Name: Columbia Insurance State ID Number: 03
Group
(573) 474-6193 ext. [Phone] FEIN Number: 43-0790393

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Columbia Mutual Insurance Company	\$50.00	07/01/2008	21182996

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	07/02/2008	07/02/2008

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Disposition

Disposition Date: 07/02/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal): 10/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	CLBA-125713483	State:	Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Equipment Breakdown Enhancement Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Breakdown Enhancement Endorsement	FO-569	9-08	Endorsement New nt/Amendment/Conditions			FO-569 (9-08) Equipment Breakdown Enhancement Endorsement.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

DWELLING COVERAGE – BASIC FORM FO-1 Ed. 1.0

DWELLING COVERAGE – BROAD FORM FO-2 Ed. 1.0

DWELLING COVERAGE – SPECIAL FORM FO-3 Ed 1.0

DWELLING COVERAGE - RENTERS FORM FO-4 Ed 1.0

FARM COVERAGE FO-6 Ed 1.0

ADDITIONAL POLICY CONDITIONS AND PROPERTY COVERAGE TERMS FO-20 Ed 1.0

FARM MACHINERY FORMS FO-560 AND FO-565

DWELLING COVERAGE – BASIC FORM FO-1, BROAD FORM FO-2, SPECIAL FORM FO-3, RENTERS FORM FO-4, and FARM COVERAGE FO-6

DEFINITIONS

The following definition is added:

“Equipment Breakdown”

“Equipment Breakdown” as used herein means:

1. Physical loss or damage both originating within:
 - a. Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
 - 1) waste disposal piping;
 - 2) any piping forming part of a fire protective system;
 - 3) furnaces; and
 - 4) any water piping other than:
 - a) boiler feed water piping between the feed pump and the boiler;
 - b) boiler condensate return piping; or
 - c) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
 - b. All mechanical, electrical, electronic or fiber optic equipment; and
2. Caused by, resulting from, or consisting of:
 - 1) mechanical breakdown;
 - 2) electrical or electronic breakdown; or
 - 3) rupture, bursting, bulging, implosion, or steam explosion.

“Equipment Breakdown” does not mean:

Physical loss or damage caused by or resulting from any of the following:

1. Wear and Tear;
2. Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
3. Smog;
4. Settling, cracking, shrinking or expansion;
5. Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
6. Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
7. Scratching and marring;
8. Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, earth movement and flood.

However, if loss or damage not otherwise excluded results, then “we” will pay for such resulting damage.

DWELLING COVERAGE – BASIC FORM FO-1; BROAD FORM FO-2; SPECIAL FORM FO-3; RENTERS FORM FO- 4

INCIDENTAL PROPERTY COVERAGES

With regard to “Equipment Breakdown”, the following incidental property coverages are added:

Expediting Expense

“We” will pay for the expediting expense loss resulting from an “equipment breakdown” with respect to “your” damaged Personal Property. “We” will pay the reasonable extra cost to:

- 1) make temporary repairs;
- 2) expedite permanent repairs; and
- 3) expedite permanent replacement

Reasonable extra cost shall mean “the extra cost of temporary repair and of expediting the repair of such damaged equipment of the “insured”, including overtime and the extra cost of express or other rapid means of transportation”. This will be a part of and not an addition to the “limit” per loss. The most “we” will pay for loss or damage under this additional coverage is \$25,000 per occurrence.

Spoilage Coverage

“We” will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an “equipment breakdown” to personal property covered by this policy. This will be a part of and not an addition to the “limit” per loss. The most “we” will pay for loss or damage under this additional spoilage coverage is \$25,000 per occurrence.

Pollutant Clean Up and Removal

“We” will pay for the pollutant clean up and removal for loss resulting from an “equipment breakdown”. This will be a part of and not an addition to the “limit” per loss. The most “we” will pay for the pollutant clean up and removal is \$25,000 per occurrence.

DWELLING COVERAGE – BASIC FORM FO-1; BROAD FORM FO-2; and RENTERS FORM FO- 4**PERILS SECTION – COVERAGES A, B, C, AND D; RENTERS FORM FO-4
COVERAGES C AND D**

The following peril is added:

“Equipment Breakdown”**DWELLING COVERAGE - SPECIAL FORM FO-3****PERILS SECTION – COVERAGES A, B, C, AND D**

The following **Coverage C – Personal Property** is amended to read:

17. Sudden and Accidental Damage from Artificially Generated Electrical Currents**FARM COVERAGE FO-6****PRINCIPAL PROPERTY COVERAGES**

Coverage E – Farm Barns, Buildings, and Structures

Coverage F – Scheduled Farm Personal Property

Coverage G – Unscheduled Farm Personal Property

With regard to “Equipment Breakdown”, “we” cover the following farm personal property and mobile farm machinery and equipment:

Farm personal property and mobile farm machinery and equipment mean equipment, supplies and products of farming or ranching operations, including but not limited to generators, pumps used for irrigation, silo un-loaders in silos; blowers for silos; automatic waterers; drinking cups; barn cleaners/floor scrapers; manure pumps; pipeline milkers; computerized feeding apparatus; windmills used for pumping water; sawmill equipment, vacuum pumps; electric motors; grain dryers, if not portable; fans/blowers; hay conveyors/elevators; feed conveyors; computerized feeding systems; air and refrigeration compressors; scales; trailers/trucks used for refrigerated storage on the premises permanently connected to a source of power; fuel pumps; alarms systems; milking parlors; bulk milk tanks; and metal tanks or ASME fiberglass certified tanks which are pressurized, other than static pressure of contents.

With regard to “Equipment Breakdown”, “we” do not cover the following farm personal property and mobile farm machinery and equipment:

Tractors/front-end loaders, combines, bag filling apparatus, pickers, bulldozers, backhoes, tow motors/fork lifts, trucks/snowplows/snow blowers, but not excluding any electronic apparatus mounted on this equipment including factory installed equipment of like-kind; engines and drive trains; implements and attachments attached to any of the above, including but not limited to plows, cutting heads, discs and sprayers; agitators for liquid, semi-liquid manure tanks/pits; self-unloading wagons/trucks; tanks not under pressure; and glassware of any kind.

INCIDENTAL PROPERTY COVERAGES

With regard to “Equipment Breakdown”, the Pollutant Clean Up and Removal incidental property coverage is amended to read:

4. **Pollutant Clean Up and Removal** -- “We” pay “your” expense to extract pollutants” from land or water on the “insured premises” if the discharge, dispersal, seepage, migration, release, or escape of the “pollutants” is caused by a peril insured against that applies to Coverages F and G and that occurs during the policy period.

“We” pay the cost of testing, evaluating, observing, or recording the existence, level or effects of “pollutants” only when the expense of extracting the “pollutants” is provided by this Incidental Coverage. This will be a part of and not an addition to the “limit” per loss.

The most “we” pay is \$25,000 for the sum of all such expenses arising out of perils insured against that occur.

With regard to “Equipment Breakdown”, the following incidental property coverages are added:

Expediting Expenses

“We” will pay for the expediting expense loss resulting from an “equipment breakdown” with respect to “your” Covered Property. “We” will pay the reasonable extra cost to:

- 1) make temporary repairs;
- 2) expedite permanent repairs; and
- 3) expedite permanent replacement

Reasonable extra cost shall mean “the extra cost of temporary repair and of expediting the repair of such damaged equipment of the “insured”, including overtime and the extra cost of express or other rapid means of transportation.” This will be a part of and not an addition to the “limit” per loss.

Spoilage Coverage

“We” will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by “equipment breakdown” to covered property, that are:

- 1) located on or within 100 feet of “your” described premises, and
- 2) owned by “you”, the building owner at “your” described premises, or by a public utility.

This will be a part of and not an addition to the “limit” per loss. The most “we” will pay for loss or damage under this coverage is \$25,000.

Refrigerant Contamination

“We” will pay the loss from contamination by refrigerant used in refrigerating, cooling, or humidity control equipment at the described premises as a result of an “equipment breakdown”. This will be a part of and not an addition to the “limit” per loss. The most “we” will pay for loss or damage under this additional coverage is \$25,000.

CFC Refrigerants

“We” will pay for the additional cost to repair or replace covered property due to the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances as a result of an “equipment breakdown”. This will be a part of and not an addition to the “limit” per loss.

Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved.

“We” pay no more than the least of the following:

- 1) the cost to repair the damaged property and replace any lost CFC refrigerant;
- 2) the cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- 3) the cost to replace the system with one using a non-CFC refrigerant.

Livestock or Poultry

“We” will pay for the “livestock” loss resulting from an “equipment breakdown”. The most “we” will pay for “livestock” is \$25,000. Regardless of the number of claims, this “limit” is the most “we” will pay for the total of all loss or damage arising out of all occurrences of an “equipment breakdown” which take place in a 12-month period (starting with the beginning of the present annual policy period).

“We” will pay for the poultry loss resulting from an “equipment breakdown”. The most “we” will pay for poultry is \$25,000. Regardless of the number of claims, this “limit” is the most “we” will pay for the total of all loss or damage arising out of all occurrences of an “equipment breakdown” which take place in a 12-month period (starting with the beginning of the present annual policy period).

PERILS SECTION – COVERAGES E, F, AND G

The following limitations are deleted:

- 1.a.;
- 3.a., 3.c. and 3.d.

The following peril is added:

“Equipment Breakdown”**FARM MACHINERY FO-560 and FO-565**

The following **Perils Excluded** are deleted:

- 1.c.;
- 2.h.

ADDITIONAL POLICY CONDITIONS AND PROPERTY COVERAGE TERMS FO-20**ADDITIONAL POLICY CONDITIONS APPLICABLE TO ALL COVERAGES**

With regard to “Equipment Breakdown”, the following conditions are added:

Environmental, Safety and Efficiency Improvements

If covered property requires replacement due to an “equipment breakdown”, “we” will pay “your” additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, “we” will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable “limits”. This condition does not apply to any property to which Actual Cash Value Terms apply.

Suspension

Whenever property is found to be in, or exposed to, a dangerous condition, any of “our” representatives may immediately suspend the insurance against loss to that property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- 1) “Your” last known address; or
- 2) The address where the property is located.

If “we” suspend “your” insurance, “you” will get a pro rata refund of premium. But the suspension will be effective even if “we” have not yet made or offered a refund.

Jurisdictional Inspections

If any covered property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, “we” agree to perform such inspection on “your” behalf. “We” do not warrant that conditions are safe or healthful.

GENERAL EXCLUSIONS

The following exclusion is amended to read:

11. **Wear and Tear** -- “We” do not pay for loss, which results from wear and tear, marring, deterioration, inherent vice, latent defect, rust, wet or dry rot, corrosion, mold, contamination, or smog. “We” do pay for an ensuing loss unless the ensuing loss itself is excluded.

OTHER CONDITIONS

The following condition is added:

“Equipment Breakdown” coverage does not extend beyond the “Residence” with respect to forms FO-1, FO-2, FO-3, and FO-4.

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Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Approved	07/02/2008
Bypass Reason:	Please see General Information and Form Schedule tabs.		
Comments:			